

County of Mercer

McDade Administration Building, 640 South Broad Street
P.O. Box 8068, Trenton, NJ 08650-0068

REQUEST FOR PROPOSALS

ADVERTISING CONCESSION AT THE TRENTON-MERCER AIRPORT

To Be Received On August 8, 2014 at 11:00 A.M.



Prepared By:
Office of Economic
Development & Sustainability

CC2014-01

NOTICE OF RFP

The County of Mercer is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

Notice is hereby given that on August 8, 2014 at 11:00 A.M. (Prevailing time), sealed proposals will be received by the Purchasing Agent in the Mercer County McDade Administration Building, 640 South Broad Street, Room 321, Trenton, New Jersey at which time and place bids will be opened and read in public for:

ADVERTISING CONCESSION AT THE TRENTON-MERCER AIRPORT CC2014-01

Specifications, Instructions and Proposal Forms may be obtained at the Department of Purchasing at the Mercer County Administration Building during office hours or on the County website at: <http://nj.gov/counties/mercercounty/procurement/bidsopp.html>

With the exception of the United States Postal Service, express mail shall be delivered to the Department of Purchasing, 640 S. Broad Street, Room 321, Trenton, New Jersey 08611.

Addenda will be issued on the website; therefore, all interested respondents shall check the website from now through the bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.A.C. 17:27 et seq.)

SCHEDULE

RELEASE:	JULY 7, 2014
PRE-PROPOSAL MEETING:	JULY 17, 2014 AT 10:00 A.M. AT THE TRENTON-MERCER AIRPORT
QUESTIONS:	TO MCOVELLO@MERCERCOUNTY.ORG BY JULY 21, 2014 AT 4:00 P.M.
ADDENDA:	ISSUED ON THE COUNTY WEBSITE ON JULY 25, 2014
OPEN PROPOSALS:	AUGUST 8, 2014 AT 11:00 A.M. IN THE DEPARTMENT OF PURCHASING

COUNTY OF MERCER, NEW JERSEY
Department of Purchasing
Marcella Covello, CCPO, QPA
Purchasing Agent
CC2014-01

INTRODUCTION

The Mercer County Office of Economic Development and Sustainability requests proposals from all interested parties for the development and management of advertisement at the Trenton-Mercer Airport (TTN). The responses shall include specific information on your company and how your firm can maximize marketing and advertisement revenues at the Trenton-Mercer Airport. This RFP is in accordance with the Competitive Contracting Process N.J.S.A. 40A:11-4.1, et seq. The awarded vendor shall comply with all Federal, State and Local Rules and Regulations.

CONTRACT TERM

The contract shall be awarded for a period of one year with the option to extend two years.

FEDERAL REGULATIONS

If applicable and pursuant to 49 C.F.R. 23.9, if the County is required to meet the non-discrimination requirements provided in part 26, § 26.7 with respect to the award and performance of any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by this subpart; The County will take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts and agreements. If applicable:

"(1) This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

(2) The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements."

Pursuant to 49 C.F.R. 23.75, we are not be permitted to enter into long-term, exclusive agreements for concessions (a term longer than 5 years) unless: (1) Special local circumstances exist that make it important to enter such agreement, and (2) The responsible FAA regional office approves your plan for meeting the standards of paragraph (c) of this section.

ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of the RFP. They will apply to the RFP process, the subsequent contract and the project's production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Mercer to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of contract. The contents of the proposal of the successful respondent, as accepted by the County of Mercer will become part of any contract awarded as a result of this RFP.

SCHEDULE

A schedule has been established for respondent proposals, proposal review, contractor selection, project initiation and completion. The following dates have been established:

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The County disclaims any responsibility for proposals received late by regular or express mail. If the proposal is sent by express mail service, the designation must appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened (no exceptions).

Submit One (1) Original and Three (3) copies. Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the County of Mercer, McDade Administration Building, 640 South Broad Street, Trenton, NJ 08611. The original proposal shall be marked to distinguish it from the copies. Responses delivered before the submission date and time specified may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal(s) involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

Submission Office:

USING DEPARTMENT

OFFICE OF ECONOMIC DEVELOPMENT & SUSTAINABILITY

COUNTY REPRESENTATIVE FOR THIS SOLICITATION

Please direct to Marcella Covello at mcovello@mercercounty.org

Voice: (609) 989-6710

Fax (609) 989-6733

INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda mailed or posted on the County website at <http://nj.gov/counties/mercercounty/procurement/bidsopp.html>. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect. All questions must be received 10 business days in advance of the opening of proposals.

STATUTORY AND OTHER REQUIREMENTS

COMPLIANCE WITH LAWS

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and

regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

MANDATORY AFFIRMATIVE ACTION COMPLIANCE

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

PROOF OF BUSINESS REGISTRATION P.L. 2009, c.315

Reforms Business Registration Certificate Filing; permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law ([N.J.S.A. 40A:11-23.2](#)) that required a bid to be rejected if the bidder failed to include a BRC with the bid, even though it may have been the otherwise lowest responsible bid. The law now allows the BRC to be filed anytime prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would be an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement

Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

RECORDS FOR THE NEW JERSEY STATE COMPTROLLER

Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the County are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

PROMPT PAYMENT

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the County if the vendor has performed in accordance with the contract and the work has been approved and certified by the County. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner receives it, unless the County provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

HOMELAND SECURITY GRANT PROCUREMENT: EMERGENCY RESPONDER EQUIPMENT PURCHASE PROGRAM, LOCAL FINANCE NOTICE 2009-20

Mercer County, consistent with LFN 2009-20 authorizes all counties and municipalities in the State of New Jersey to utilize contracts awarded by the County of Mercer for the Procurement of federal homeland security goods and services. The procurement must be funded through the New Jersey Office of Homeland Security and Preparedness; therefore, any county may buy under any other county's existing contract, under the same terms and conditions, and with the approval of the County of Mercer and vendor. The County of Mercer Freeholder Board must approve the use of the contract by other counties through either a generic resolution permitting other counties to use all contracts or on a case-by-case basis. The resolution shall reference Local Finance Notice 2005-14, the county's name and bid number.

P.L. 2012 BID OR PROPOSAL PROHIBITED

C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

INSURANCE AND INDEMNIFICATION

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility. The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

MULTIPLE PROPOSALS NOT ACCEPTED

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

FAILURE TO ENTER CONTRACT

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

COMMENCEMENT OF WORK

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

TERMINATION OF CONTRACT

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

CHALLENGE OF SPECIFICATIONS

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Mercer, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

SUBCONTRACTORS

PERMITTED WITH THE UNDERSTANDING THAT THE RESPONDENT IS THE PROJECT LEAD

PAYMENT

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- Deliverables not complying with the project specification;

- Claims filed or responsible evidence indicating probability of filing claims;

- A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

LOCATIONS AND QUANTITIES

The County of Mercer reserves the right to add locations and increase or decrease the quantities at the proposed costs as defined in the awarded contractor's proposal as may be deemed reasonably necessary or desirable to complete the work detailed by the contract. Such increase or decrease shall in no way violate this contract, nor give cause for liability for damages.

STATISTICAL DATA REPORT

If requested, the contractor shall provide in writing to the County, a statistical data report identifying all goods and or services provided.

COST LIABILITY AND ADDITIONAL COSTS

The County of Mercer assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in the proposals. All hourly rates either stated in the proposal or used as a basis for pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the County of Mercer, for indirect costs, fees, postage, licensing, commissions, taxes, travel, subsistence, report preparation, meetings, administrative tasks, administrative and clerical support, overhead, etc. are not to be billed and will not be paid.

OWNERSHIP OF MATERIAL

The County of Mercer shall retain all of its rights and interest in and to any and all documents and property both hard copy and digital furnished by the County of Mercer to the contractor, for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the County of Mercer at the expiration or termination of the work or completion of any related services, pursuant thereto, whichever comes first. None of such documents and/or property shall, without the written consent of the County of Mercer, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the County of Mercer pursuant to this contract shall belong exclusively to the County of Mercer. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the County of Mercer upon completion of the project. The contractor shall not have the right to use, sell or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the County of Mercer.

COMMENCEMENT OF WORK

The contractor agrees to commence work on the project within Thirty (30) calendar days from the date of award by the County of Mercer.

GENERAL CONSIDERATIONS

Competitive Contracting is a formal procurement process governed by the New Jersey State Local Public Contracts Law and Rules. The process utilizes an RFP containing thoroughly

developed specifications and scope of services, criteria for evaluating proposals and statutorily required language and forms. Responses are ranked by a team, on the RFP criteria, using a detailed methodology leading to a recommendation to the governing body to award a contract based on price and other factors.

PROVIDING INFORMATION

Information will be made available at the County Office during regular business hours. The County shall provide access, within reason, and at no cost to the Contractor, to all information on file with the County and needed by the Contractor to complete the Project.

METHOD OF ACCOMPLISHMENT

The RFP responses shall contain a narrative description of the proposed approach to the project. Restating of the RFP will be considered an unacceptable response. This section shall include a listing of the resources identified for use in the project.

PROJECT LEVEL OF EFFORT

The proposal shall include a project level of effort estimate based on, and corresponding to, the Scope of Service provided in this RFP and the Respondents Method of Accomplishment section. The estimate shall contain a task-oriented schedule, which identifies milestones and their proposed initiation and completion dates.

NOTICE OF AWARD

The Successful Respondent will be notified of the award of contract upon a favorable decision by the Office of Purchasing.

PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The County will either award the Contract within the applicable time period or reject all proposals.

The County may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any Respondents who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed.

EVALUATION PROCESS

An Evaluation Team will review all proposals to determine if they satisfy the proposal requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking Respondent will then be recommended by the Evaluation Team to The Mercer County Board of Chosen Freeholders for award of contract.

CRITERIA

For the purpose of the evaluation, the requirements will be grouped under the following headings. Respondents shall review the following criteria and respond in the format that follows.

RESPONSIVE AND RESPONSIBLE RESPONDENT

The respondent has provided all required procurement documents and technical documents stated below and in the order stated. The overall quality of the response will be evaluated on the basis of the clarity of the proposal and all of the following components.

A. EXPERIENCE

The successful Proposer shall have the experience and qualifications necessary to ensure a high quality operation. A complete description of the Proposer's experience and other operations must be included in the proposal. The successful Proposer must demonstrate the managerial and financial experience and capacity to provide an Airport Advertising Concession of the highest quality. Prior experience working with and for airports is a plus.

The following factors will also be considered:

- A list and description of comparable operations, whether undertaken individually or in association with other entities, are to be identified.
- The relevance of background and experience from an existing or previous operation, as it relates to an Airport Advertising Concession.
- The length of time involved in the indoor/outdoor advertising business.
- Other information Proposer deems relevant.

RESPONDENTS SHALL LIMIT THEIR EXPERIENCE RESPONSE TO FIVE SINGLE SIDED PAGES

B. BUSINESS, OPERATING AND MARKETING PLAN

The Proposer must submit, in narrative form, its operating and marketing plan for advertisement in the airport terminal building addressing sales, creative design, placement, billing and reporting. A market strategy should also be included indicating target market(s) and how to reach those market(s). Sales and placement staff should be locally based.

Proposer should also provide a business plan that includes but is not limited to its projected sales, proposed revenue to the airport, and a sample creative idea.

The following factors will also be considered:

- The corporate operating philosophy and policy. Are they in line with the objectives of the Airport Advertising Program?

- The Marketing Strategy. Who is the target market? Does the plan show how they will target or reach that market?
- Other information Proposer deems relevant.

RESPONDENTS SHALL LIMIT THEIR BUSINESS, OPERATING AND MARKETING PLAN TO TEN SINGLE SIDED PAGES

C. BUSINESS IDENTITY

The proposal must include a company history and organization. A minimum of three business references must be included in the proposal. The proposal must also identify senior management staff and persons who would be responsible for development, operation and administration of the contract and in particular, an indication of expertise in the areas of financing, management and marketing, as well as who will maintain and service the units.

RESPONDENTS SHALL LIMIT THEIR NARRATIVE AND REFERENCES TO THREE SINGLE SIDED PAGES

D. FINANCIAL PLAN, COMMISSION AND MINIMUM ANNUAL GUARANTEE (MAG)

The Proposer must submit a financial plan to maximize revenues for the airport and demonstrate the financial resources necessary to undertake the requirements of the proposed operation. The proposal must include:

- Concession Fee: The Proposer must submit the proposed percentage of gross revenues payable to the airport as a concession fee.
- Minimum Annual Guarantee (MAG): The Proposer must submit the proposed minimum annual guarantee in dollars payable to the airport.
- Provide the anticipated estimated advertisement revenue generated at the Trenton-Mercer Airport.
- Describe the source financing, estimated start-up costs and working capital.
- Identify the sales projections three years.
- Provide bank and financial institution references regarding past relationships and willingness to fund this new business opportunity, with specific reference to amount required.

RESPONDENTS SHALL LIMIT THEIR FINANCIAL PLAN TO TEN SINGLE SIDED PAGES

IMMIGRATION AND NATURALIZATION LAWS AND CRIMINAL BACKGROUND CHECK REQUIRED

Vendors must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on County of Mercer.

If the County requires a background check, the vendor must contact the New Jersey State Police to perform a Criminal Background Check **on each potential employee to work under this contract on County of Mercer property.** A copy of the results of the Criminal Background Check must be provided to the County of Mercer, Trenton-Mercer Airport Manager at least ten (10) days prior to an employee being permitted access to County of Mercer property. The County of Mercer will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results. If the County of Mercer does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract.

The vendor must provide the results of a Criminal Background Check on its employees working under the contract on County of Mercer property every twelve (12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record: http://www.state.nj.us/lps/njsp/about/serv_chrc.html

PROPOSAL CHECKLIST

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Acknowledgement of Receipt of Addenda
(MUST BE INCLUDED IF ISSUED) _____

Non-Collusion Affidavit _____

Affirmative Action Statement _____

Affirmative Action Mandatory Language
(INCLUDE) _____

Read: Sexual Harassment Guidelines _____

Read: Americans with Disabilities Act Language _____

Stockholder Disclosure
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL) _____

NJ Business Registration Required if Awarded
(MUST BE SUBMITTED PRIOR TO CONTRACT AWARD) _____

Iran Certification _____

Signed Insurance and Indemnification Requirements _____

Signed Proposal _____

Signed Continuity of Operation during Emergencies _____

Technical Requirements:

Experience _____

Business, Operating and Marketing Plan _____

Business Identity _____

Financial Plan _____

Proposal Page _____

**COUNTY OF MERCER
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

Addenda Number

Dated

Signed: _____

Title: _____

Printed Name: _____

Date: _____

Company: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF MERCER SS:

I, _____ of the City of _____,
in the County of _____, and the State of _____,

of full age, being duly sworn according to law on my oath depose and say that:

I am _____

of the firm of _____
the vendor making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Mercer relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____ (Name of Vendor)

Signed: _____
(also type name of affiant under signature)

Subscribed and sworn to before me

This _____ day of _____, 20____.

(Signature of Notary Public)

Notary Public of _____

My Commission expires _____, 20____

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

(REVISED 4/10)
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302, electronically provided by the Division and distributed to the public agency through the Division's website at:

www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES

PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the County of Mercer do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County grievance procedure, the CONTRACTOR agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The County shall, as soon, practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

NEW JERSEY BUSINESS REGISTRATION COMPLIANCE

Goods and Services Contracts (including purchase orders)


Construction Contracts (including public works related purchase orders)*


N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- *2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**SAMPLES OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE ACCEPTABLE BY THE
COUNTY OF MERCER**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	 John S. Tully Acting Director
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)		
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only: 20041014112823533	

ADVISORY

Notice of Disclosure Requirement

“Pay to Play”

P.L. 2005, Chapter 271, Section 3 Reporting

(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us. If you have any questions please contact ELEC at: 1-888-313-ELEC (Toll free in NJ) or 609-292-8700. An analyst from ELEC’s Special Programs Section will assist you.

P.L. 2012 BID OR PROPOSAL PROHIBITED

C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

I am the duly authorized agent making certification that there has been no engagement in certain investment activities in energy or finance sectors of Iran as prohibited by P.L. 2012, c.25. A list of entities can be found on the following page.

NAME OF BIDDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

DATE

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25”):

1. Bank Markazi Iran (Central Bank of Iran)
2. Bank Mellat
3. Bank Melli Iran
4. Bank Tejarat
5. National Iranian Tanker Company (NITC)
6. Sameh Afzar Tajak Company (SATCO)
7. Amona
8. Bank Saderat PLC
9. Bank Sepah
10. Belaz
11. Belneftkhim (Belarusneft)
12. Bharat Petroleum Corporation Ltd.
13. China International United Petroleum & Chemicals Co., Ltd. (Unipetec)
14. China National Offshore Oil Corporation (CNOOC)
15. China National Petroleum Corporation (CNPC)
16. China National United Oil Corporation (ChinaOil)
17. China Petroleum & Chemical Corporation (Sinopec)
18. China Precision Machinery Import-Export Corp. (CPMIEC)
19. Emirates National Oil Company
20. Grimley Smith Associates
21. Indian Oil Corporation
22. Industrija Nafte (INA)
23. Kingdream PLC
24. Liquified Natural Gas Limited
25. Maire Tecnimont SpA
26. Naftiran Intratrade Company (NICO)
27. Oil and Natural Gas Corporation (ONGC)
28. Oil India Limited
29. Panyu Chu Kong Steel Pipe Company, Ltd.
30. Persia International Bank
31. PetroChina Company, Ltd.
32. Petroleos de Venezuela (PDVSA Petroleo, SA)
33. Schwing America Inc.
34. Shandong FIN CNC Machine Company, Ltd.
35. Shanghai Sunry Petroleum Equipment Company, Ltd.
36. Sinohydro
37. SK Energy
38. SKS Ventures
39. Som Petrol AS
40. Sonangol
41. Zhuhai Zhenrong Company

STOCKHOLDER DISCLOSURE CERTIFICATION

STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

**FAILURE TO SIGN THIS FORM AND SUBMIT THE REQUIRED INFORMATION IS CAUSE
FOR AUTOMATIC REJECTION**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Non-Profit Corporation | <input type="checkbox"/> Other_____ |

COMPLETE IF THE BIDDER IS ONE OF THE FOUR TYPES OF CORPORATIONS:

DATE OF INCORPORATION: _____

STATE OF INCORPORATION: _____

BUSINESS ADDRESS: _____

Stockholders:

Name: _____

Name: _____

Address: _____

Address: _____

LEGAL NAME OF BIDDER: _____

Signature _____ Date _____

Printed Name & Title _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS

The selected contractor will maintain Workmen's Compensation and Employer's Liability Insurance during the life of the contract, covering all employees engaged in performance of this contract, in accordance with the applicable statute.

Comprehensive General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000.00 aggregate for bodily injury and property damage. The policy shall be a comprehensive general liability policy and include products/completed operations, independent contractors, contractual and broad form property damage liability coverage.

Comprehensive Automobile Liability Insurance coverage for claims arising from owned, hired or non-owned vehicles with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage.

In all cases where a Certificate of Insurance is required, the County of Mercer is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, PO Box 8068, Trenton, NJ 08650-0068". The Certificate shall contain a 30-day notice of cancellation.

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Contractor or all other persons which arise from or in any manner grow out of any act or negligence on or about the said premises by the Contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors, vendors and the County. This indemnification clause includes any and all claims and costs of same against the County except for the sole negligence of the County pursuant to N.J.S.A. 2A:40A-1. Further, this indemnification clause includes any and all claims and costs of same against the County involving environmental impairment.

WAIVER OF SUBROGATION CLAUSE

Consultant, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and consultant will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the consultant or from failure of the consultant to keep the premises in good condition and repair as herein provided.

Dated and Signed

INSURANCE CERTIFICATE

PLEASE TAKE NOTE OF THE FOLLOWING CHANGE

As you may be aware, there has been a recent change to the ACCORD insurance certificate which precludes placing the number of days for cancellation notification in the lower left hand box. You may fulfill the requirement for a 30-day notice of cancellation for a County of Mercer contract in any one of the following ways:

1. indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate
2. indicate a 30-day notice of cancellation on a separate page
3. provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause)

If you need further clarification on this or other insurance certificate issues, please contact the Insurance and Property Management Office at 609-989-6655.

PROPOSAL

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions, Affidavits and Scope of Work and that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

**ADVERTISING CONCESSION
AT THE TRENTON-MERCER AIRPORT CC2014-01**

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

_____ having its principal office at _____

COMPANY _____

ADDRESS _____

ADDRESS _____

NAME _____

TELEPHONE _____

FAX _____

E-MAIL _____

DATE _____

EXCEPTIONS (IF NONE, PLEASE SO STATE)

CONTRACT AWARD

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☐ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE

CONTINUITY OF OPERATON DURING EMERGENCIES

In the event of an emergency, Vendor will provide priority service for Mercer County.

CONTINUITY OF OPERATION DURING EMERGENCY

YES

☐

NO

☐

Contractors shall have contingency plans to ensure that Services continue during emergency periods such as, but not limited to, major equipment breakdown, national or local strikes, severe weather conditions, power outages and traffic disruptions. Indicate your continuity of operation plan for ensuring services during emergencies.

PLEASE PROVIDE REFERENCES OF PROJECTS IN SIMILAR SCOPE AND COST

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____

PLEASE PROVIDE SUBCONTRACTORS ASSIGNED TO THE PROJECT

CONTACT _____
COMPANY _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE NUMBER _____

CONTACT _____
COMPANY _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE NUMBER _____

CONTACT _____
COMPANY _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE NUMBER _____

MERCER COUNTY, NEW JERSEY
Office of Economic Development & Sustainability



Request for Proposals (RFP)
For the Development and Management of Advertisement
at the Trenton-Mercer Airport

Brian M. Hughes, Mercer County Executive

Elizabeth Maher Muoio, Director
Office of Economic Development & Sustainability
McDade Administration Building
640 S. Broad Street
PO Box 8068
Trenton, NJ 08650
Phone: (609) 989-6555
www.mercercounty.org

REQUEST FOR PROPOSALS FOR AIRPORT ADVERTISING CONCESSIONAIRE

The Mercer County Office of Economic Development and Sustainability requests proposals from all interested parties for the development and management of advertisement at the Trenton-Mercer Airport (TTN). The responses shall include specific information on your company and how your firm can maximize marketing and advertisement revenues at the Trenton-Mercer Airport. This RFP is in accordance with the Competitive Contracting Process N.J.S.A. 40A:11-4.1, et seq.

As you may be aware, Trenton-Mercer Airport has been an important part of the Greater Central Jersey Region for over 80-years. It is both a major economic engine for the area and an air travel hub that hosts a robust mix of commercial, corporate, private, and government aviation users. It is the current home to Frontier Airlines' Regional Headquarters (www.flyfrontier.com), which offers non-stop service to Orlando, St. Augustine, Fort Myers, Tampa, Fort Lauderdale, Atlanta, Chicago-Midway, Cincinnati, Cleveland, Columbus, Detroit, Indianapolis, Milwaukee, Minneapolis, Nashville, St. Louis, and Raleigh/Durham and the aviation division headquarters of a number of Fortune 100 Companies, the NJ State Police, the New Jersey Army National Guard and two flight schools.

SCHEDULE

RELEASE:	JULY 7, 2014
PRE-PROPOSAL MEETING:	JULY 17, 2014 AT 10:00 A.M. AT THE TRENTON-MERCER AIRPORT AT 1100 TERMINAL CIRCLE, EWING, NJ
QUESTIONS:	TO MCOVELLO@MERCERCOUNTY.ORG ON JULY 21, 2014 BY 4:00 P.M.
ADDENDA:	ISSUED ON THE COUNTY WEBSITE ON JULY 25, 2014
OPEN PROPOSALS:	AUGUST 8, 2014 AT 11:00 A.M. IN THE DEPARTMENT OF PURCHASING

THE FOLLOWING SHALL BE PROVIDED TO THE COUNTY AND RESPONDENTS SHALL PROVIDE THEIR RESPONSES IN THE FOLLOWING ORDER AS DETAILED IN THE SPECIFICATIONS

A. EXPERIENCE

RESPONDENTS SHALL LIMIT THEIR EXPERIENCE RESPONSE TO FIVE SINGLE SIDED PAGES

B. BUSINESS, OPERATING AND MARKETING PLAN

RESPONDENTS SHALL LIMIT THEIR BUSINESS, OPERATING AND MARKETING PLAN TO TEN SINGLE SIDED PAGES

C. BUSINESS IDENTITY

RESPONDENTS SHALL LIMIT THEIR NARRATIVE AND REFERENCES TO THREE SINGLE SIDED PAGES

D. FINANCIAL PLAN

RESPONDENTS SHALL LIMIT THEIR FINANCIAL PLAN TO TEN SINGLE SIDED PAGES

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4. PROPOSAL PAGE

1 GENERAL INFORMATION

1.1 PURPOSE

The purpose of the Airport Advertising Concession is to enhance revenue from commercial advertising while maintaining the design integrity of the airport terminal building and other airport environs.

1.2 BACKGROUND

With expanded commercial service to 17 destinations, TTN has become a regional hub for Frontier Airlines. In addition, since the arrival of Frontier in 2012, TTN has made improvements to the overall terminal and has created additional surface parking areas. As a result of higher passenger volume, TTN has become an excellent location to offer advertisement opportunities. The Airport invites proposals from interested parties for the non-exclusive right and privilege to create and sell indoor and outdoor advertising at the Trenton-Mercer Airport.

1.3 CONTRACT

The contract shall be awarded for a period one year with a two year option to extend.

1.4 OBJECTIVES OF THE AIRPORT ADVERTISING PROGRAM

The objective of the Request for Proposals (RFP) for the Airport Advertising Concession is to find an advertising concessionaire that will:

- Maximize revenue to the airport and our advertisers through indoor and possibly outdoor commercial advertising;
- Utilize local advertisers to the fullest extent possible;
- Ensure the delivery of the highest quality advertising by creating an appealing message that generates sales, provides awareness, and enhances the experience of airport users;
- Allow a Flight Information Display System (FIDS) to be displayed to the traveling public;
- Permit the County to utilize 10% for its own messaging
- Develop new and innovative advertising concepts, media and locations that will complement the airport environment; and
- Promote the local community, tourism, and business in the region.

Proposers must be fully aware of the fact that the airport will place non-revenue generating ads and displays within the airport in order to support community events.

1.5 DESCRIPTION OF ADVERTISING MEDIA

Since this marks the first time that TTN will offer advertisement at the airport, all equipment associated with displays would need to be installed throughout the airport and its environs. The Proposer should include this expense in its billing.

1.6 SERVICES

The successful Proposer must provide the following advertising services: sales, creative design, placement of advertisement, billing services, and monthly production reports.

1.7 AIRLINES AND PASSENGER STATISTICS

The airport is currently served by Frontier Airlines offering non-stop service to Orlando, St. Augustine, Fort Myers, Tampa, Fort Lauderdale, Atlanta, Chicago-Midway, Cincinnati, Cleveland, Columbus, Detroit, Indianapolis, Milwaukee, Minneapolis, Nashville, St. Louis, and Raleigh/Durham.

Passenger traffic statistics include both enplaning and deplaning passengers:

Month	Frontier Airlines			
	Enplanements	Deplanements	Enplanements	Deplanements
	2013	2013	2012	2012
January	1,274	1,262	N/A	N/A
February	7,077	6,501	N/A	N/A
March	8,201	8,130	N/A	N/A
April	16,405	16,522	N/A	N/A
May	20,271	20,751	N/A	N/A
June	18,624	18,761	N/A	N/A
July	20,061	20,092	N/A	N/A
August	19,753	19,331	N/A	N/A
September	4,252	4,495	N/A	N/A
October	N/A	N/A	N/A	N/A
November	13,800	14,613	619	507
<u>December</u>	<u>16,751</u>	<u>16,728</u>	<u>1,070</u>	<u>1,067</u>
TOTAL	111,666	147,186	1,689	1,574

1.10 DISCLAIMER

Proposers are responsible for obtaining their own independent financial, legal, accounting, and technical advice on all proposal matters.

2. INSTRUCTIONS FOR SUBMISSIONS

2.1 SUBMISSION OF PROPOSALS

Interested parties are required to submit one original and six copies of the proposal.

All proposals shall become the property of the County and will not be returned to Proposers

2.2 SELECTION PROCESS

A Selection Committee will review all qualified proposals. The Selection Committee reserves the right to contact any or all of the Proposers during the review process for clarification and/or understanding. Additionally, Proposer(s) may be asked to sit for a committee interview. Questions and interviews are at the sole discretion and option of the committee and may not be afforded to any or all Proposer(s).

After the proposals are reviewed, the Selection Committee will make their selection recommendation to the County Administration. Upon its approval, the proposal will then be placed for a vote before the Mercer County Board of Chosen Freeholders.

2.3 INQUIRIES

All inquiries shall be directed in writing by e-mail to: mcovello@mercercounty.org by 4:00 P.M. on July 21, 2014.

2.4 PRE-PROPOSAL CONFERENCE AND SITE VISIT

Interested Proposers are invited to a briefing and site tour of the airport terminal building on Thursday, July 17, 2014 AT 10:00 A.M. All parties will meet at the airport administration offices in the airport terminal building located at The Request for Proposal does not obligate the Airport to pay any cost incurred in the preparation of proposals submitted in response to this request.

LOCATION:

Trenton-Mercer Airport Terminal
1100 Terminal Circle Drive
Ewing Township, New Jersey

3. REQUIREMENTS & EVALUATION CRITERIA

3.1 GENERAL

In submitting proposals, Proposers should be guided by and respond to all requirements set out in this Request for Proposals. The airport is seeking a proposal which will provide the best overall acceptable response to the advertising objectives which will provide an appropriate balance between technical, operational and financial considerations.

3.2 CRITERIA

For the purpose of the evaluation, the requirements will be grouped under the following headings. Respondents shall review the following criteria and respond in the format that follows.

RESPONSIVE AND RESPONSIBLE RESPONDENT

The respondent has provided all required procurement documents and technical documents stated below and in the order stated. The overall quality of the response will be evaluated on the basis of the clarity of the proposal and all of the following components.

A. EXPERIENCE

The successful Proposer shall have the experience and qualifications necessary to ensure a high quality operation. A complete description of the Proposer's experience and other operations must be included in the proposal. The successful Proposer must demonstrate the managerial and financial experience and capacity to provide an Airport Advertising Concession of the highest quality. Prior experience working with and for airports is a plus.

The following factors will also be considered:

- A list and description of comparable operations, whether undertaken individually or in association with other entities, are to be identified.
- The relevance of background and experience from an existing or previous operation, as it relates to an Airport Advertising Concession.

- The length of time involved in the indoor/outdoor advertising business.
- Other information Proposer deems relevant.

RESPONDENTS SHALL LIMIT THEIR EXPERIENCE RESPONSE TO FIVE SINGLE-SIDED PAGES

B. BUSINESS, OPERATING AND MARKETING PLAN

The Proposer must submit, in narrative form, its operating and marketing plan for advertisement in the airport terminal building addressing sales, creative design, placement, billing and reporting. A market strategy should also be included indicating target market(s) and how to reach those market(s). Sales and placement staff should be locally based.

Proposer should also provide a business plan that includes but is not limited to its projected sales, proposed revenue to the airport, and a sample creative idea.

The following factors will also be considered:

- The corporate operating philosophy and policy. Are they in line with the objectives of the Airport Advertising Program?
- The Marketing Strategy. Who is the target market? Does the plan show how they will target or reach that market?
- Other information Proposer deems relevant.

RESPONDENTS SHALL LIMIT THEIR BUSINESS, OPERATING AND MARKETING PLAN TO TEN SINGLE SIDED PAGES

C. BUSINESS IDENTITY

The proposal must include a company history and organization. A minimum of three business references must be included in the proposal. The proposal must also identify senior management staff and persons who would be responsible for development, operation and administration of the contract and in particular, an indication of expertise in the areas of financing, management and marketing, as well as who will maintain and service the units.

RESPONDENTS SHALL LIMIT THEIR NARRATIVE AND REFERENCES TO THREE SINGLE SIDED PAGES

D. FINANCIAL PLAN

The Proposer must submit a financial plan to maximize revenues for the airport and demonstrate the financial resources necessary to undertake the requirements of the proposed operation. The proposal must include:

- Concession Fee: The Proposer must submit the proposed percentage of gross revenues payable to the airport as a concession fee.
- Minimum Annual Guarantee (MAG): The Proposer must submit the proposed minimum annual guarantee in dollars payable to the airport.
- Provide the anticipated estimated advertisement revenue generated at the Trenton-Mercer Airport.

- Describe the source financing, estimated start-up costs and working capital.
- Identify the sales projections three years.
- Provide bank and financial institution references regarding past relationships and willingness to fund this new business opportunity, with specific reference to amount required.

RESPONDENTS SHALL LIMIT THEIR FINANCIAL PLAN TO TEN SINGLE SIDED PAGES

PROPOSAL

Concession Fee:

The Proposer must submit the proposed percentage of gross revenues payable to the airport as a concession fee.

_____ % OF GROSS REVENUES TO BE PAID TO THE COUNTY OF MERCER

PERCENTAGE PAID TO THE COUNTY IN THE WRITTEN WORD

Minimum Annual Guarantee (MAG):

The Proposer must submit the proposed minimum annual guarantee in dollars payable to the airport.

\$_____ MINIMUM ANNUAL GUARANTEE PAID TO THE COUNTY

MAG PAID TO THE COUNTY IN THE WRITTEN WORD

Estimated Advertisement Revenue

PROVIDE THE ANTICIPATED ESTIMATED ADVERTISEMENT REVENUE GENERATED AT THE TRENTON-MERCER AIRPORT

\$_____

ESTIMATED ADVERTISEMENT REVENUE PAID TO THE COUNTY IN THE WRITTEN WORD